

ANNEX FOUR  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
JOHN C. STENNIS SPACE CENTER  
AND  
ROLLS ROYCE NORTH AMERICA, INC.  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. SAA3-1606

ARTICLE 1. PURPOSE

The purpose of Annex Four shall be to perform propulsion test engineering assessments, system conceptual design, and hydrogen propellant consultation in support of Rolls Royce, (Partner's) advancement of propulsion systems.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

ARTICLE 2. RESPONSIBILITIES

A. NASA SSC will use reasonable efforts to:

1. Utilize SSC NASA civil service and support contractor staff to provide engineering consultation and studies in support of Partner's planning and implementation of hydrogen propulsion systems, support equipment, conceptual operations, and facility infrastructure enhancements. This engineering consultation/study effort is a partnership between both parties with the final outputs after the 3-month effort being an integrated team product. All contractor personnel associated with any task under this agreement shall have a non-disclosure executed and on file with the Partner of this agreement. Information exchange will be through the Parties' Management Points of Contact (POCs) as identified within Article 8.
2. Provide a Facility Requirement document draft.
3. Prepare a conceptual design package with any supporting analysis performed.
4. Perform ROM cost estimate of each system and facility system of the conceptual design.
5. Evaluate resource and skill availability weekly for support of weekly meetings and conceptual design efforts.
6. Provide for a single POC for this agreement Annex. (Article 8)

B. Partner will use reasonable efforts to:

1. Provide project management leadership for all requests and tasks associated with this Annex.
2. Coordinate with NASA and provide timely funding to SSC to support the execution of this Annex and each requested task.
3. Participate in all aspects of the conceptual design development from both an input and partnership approach.
4. Provide for a single POC for project tasking, partnership coordination and overall task list management and reviews.

### ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities associated with this Annex are as follows:

Authorization to Proceed (ATP)	Upon Annex approval and initial funding transfer (Target: February 28, 2022)
Annex Four complete	June 7, 2022

### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$65,000 for NASA and contractor support to carry out its responsibilities under this Annex. The following proposed payment schedule is planned for this Annex.

The POCs as listed in Article 8 will adjust payment schedule as required based on financial reports and actual work scope.

1. Authority to proceed (signing of this agreement): \$65,000  
Engineering study and support (3 months)  
Target funding date: March 7, 2022

Each payment shall be marked with John C. Stennis Space Center, SSAA-1053-0195, Annex Four.

B. NASA will not provide services or incur costs beyond the current funding. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining efforts or providing additional funding in

order to continue the proposed effort under the revised estimate. Should this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within 180 days after completion of all effort under this Annex, and promptly thereafter, at Partner's option return any unspent funds to Partner or apply any such unspent funds to other activities under the Umbrella Agreement. Return of unspent funds will be processed no later than thirty (30) days after project closeout via Electronic Funds Transfer (EFT) in accordance with 31 C.F.R. Part 208 and, upon request by NASA SSC, Partner agrees to complete the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (SF 3881).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of three (3) years.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data: The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
2. Third Party Proprietary Data: The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
3. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: None

ARTICLE 6. TERM OF ANNEX

This Annex Four becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or one (1) year from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days' written notice to the other Party.

ARTICLE 8. MANAGEMENT POINTS OF CONTACT

The following personnel are designated as the Management Points of Contact between the Parties in the performance of this Annex.

NASA Stennis Space Center  
David (Skip) Roberts  
Mail Stop: EA40  
Stennis Space Center, MS 39529  
Phone: (228) 688-2857  
Email: david.e.roberts@nasa.gov

Rolls Royce  
Adam Harris  
Global Chief of Test Facilities  
Phone: +447772224594  
Email: [adam.harris@rolls-royce.com](mailto:adam.harris@rolls-royce.com)

Rolls Royce (Local at Stennis)  
Daniel Vinyard  
Rolls Royce Stennis Space Center  
Phone: (228) 342-7120  
Email: [Daniel.vinyard@rolls-royce.com](mailto:Daniel.vinyard@rolls-royce.com)

ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

National Aeronautics and Space  
Administration  
John C. Stennis Space Center

JOSEPH  
BY: SCHUYLER  
Joseph R. Schuyler  
Director  
Engineering & Test Directorate

Digitally signed by  
JOSEPH SCHUYLER  
Date: 2022.03.02  
09:37:04 -06'00'

Rolls Royce North America, Inc.

DocuSigned by:  
*Steven Blake*  
85ABF8A9FE754B3...  
BY: \_\_\_\_\_  
Steven Blake  
Global Category Manager  
GBS – Sourcing & Supplier Services

04-Mar-2022 | 07:20 PST

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_